



A & L, LICKER LAW FIRM, LLC

Attorneys at Law

Client name: Shane Baur

Post-Filing Agreement

By signing this agreement, you are hiring **A & L LICKER LAW FIRM, LLC** (the "Law Firm") to continue to represent you in your chapter 7 bankruptcy. This agreement describes the legal services we will provide to you, and the financial and other terms of this relationship. Please read this agreement carefully and let us know if you have any questions about it before signing. Once you sign this agreement, it will be binding on you and the Law Firm and can only be changed or replaced with another signed, written agreement between us.

1. The Work Involved to Complete your Chapter 7 Case

The legal services you may need to complete your Chapter 7, and the services that the Law Firm is agreeing to provide, are as follows:

- Preparing and filing your Statement of Financial Affairs and Schedules;
- Preparing and filing your Means Test calculations and disclosures;
- Conducting a second signing appointment for you to review and sign your statements and schedules;
- Preparing for and attending your Section 341 Meeting of Creditors;
- Administrating and monitoring your case and communicating with you throughout the process;
- Forwarding the Trustee Questionnaire and debtor documents to the Trustee;
- Noticing your employer to stop any garnishments;
- Reviewing and responding to Trustee requests;
- Reviewing and advising you regarding any motions for stay relief;
- Reviewing and advising you regarding any reaffirmation agreements or redemptions;
- Reviewing and advising you regarding any creditor violations;
- Any legal service required by the local rules;
- Reviewing and advising regarding any turnover demands from the Trustee
- Attending any continued Section 341 Meeting of Creditors;
- Reviewing and advising regarding any 2004 exams and attending related exam;
- Reviewing and advising you regarding any audit by the US Trustee;
- Preparing and filing claims or objections to claims when appropriate;
- Reviewing and advising you regarding any lien avoidance matters;
- Drafting and/or negotiating a reaffirmation agreement and attending any related hearing;
- Preparing and filing any amendments to your statements and schedules; and
- Preparing and filing a motion to reinstate the case.

Excluded Services

Unless provided otherwise in writing below, the following services are excluded from the work that the Law Firm is agreeing to provide you:

Exhibit 2



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- Representing you in any adversary proceedings, dischargeability actions and other contested bankruptcy matters.
- Representing you in any municipal, county, state or other local jurisdiction court matters.
- Representing you in any tax matters (we recommend you consult with a tax specialist about any tax matters including whether you should delay filing bankruptcy in order to discharge any tax obligations).
- Representing you in any efforts to discharge student loans.
- Pursuing creditors for violations of the automatic stay, discharge injunction or Fair Credit Reporting Act.

If the Law Firm is agreeing to provide any Excluded Services, they are limited to the following: _____

2. Payment of Costs to Complete your Chapter 7 Case

By entering into this agreement, you are agreeing to pay the Law Firm

\$1,462 attorney fees
(court costs and credit report paid before filing)

for the services described above. You can pay the fee on any of the following payment schedules, not exceeding 12 months, and the date your **first payment is due will be on:**

10/7/22 (normally the day or the day after you get paid)

(you can pick any date no later than thirty (30) days after you sign this agreement).

File Now Pay Later
Payment Options

- ☐ 52 equal **weekly** payments of \$28.12 (12 months)
- ☐ 26 equal **weekly** payments of \$56.24 (6 months)
- ☒ 26 equal **bi-weekly** payments of \$56.23 (12 months)
- ☐ 13 equal **bi-weekly** payments of 112.46 (6 months)
- ☐ 24 equal **semi-monthly** payments of \$60.92 (12 months)
- ☐ 12 equal **semi-monthly** payments of 121.84 (6 months)
- ☐ 12 equal **monthly** payments of \$121.83 (12 months)
- ☐ 6 equal **monthly** payments of \$243.66 (6 months)
- ☐ _____ (other number of months)



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THERE ARE IMPORTANT DISCLOSURES CONCERNING THIS AGREEMENT THAT ARE FOUND BELOW AND THAT YOU SHOULD READ VERY CAREFULLY BEFORE SIGNING THIS AGREEMENT.

3. Information about the Payment Processing Company the Law Firm Uses so it can Offer the File Now Pay Later Option

If your payment is deducted from your debit card, the Law Firm will use LawPay to deduct the payments regularly from your Debit Card. If your payment is deducted from your bank account. The Law Firm will use TFSBillPay or LawPay to deduct the payments from your bank account. The law firm does not borrow money on a line of credit from those companies. The law firm uses those companies only to make the deductions from your card or bank account.

By signing this agreement you authorize LawPay and/ or TFSBillPay to collect payments from you electronically through a debit card or ACH transaction. Please read and consider the following information about LawPay and TFSBillPay and the Law Firm's relationship with that company, your understanding of which is acknowledged by you signing this agreement:

- A. **Attorney Fee.** As described in the previous agreement you signed with the Law Firm, the *File Now Pay Later* option requires you to pay the same amount of attorney fees as before filing. However there are benefits by choosing this option:
 - a. The Law Firm performs additional work to split your engagement;
 - b. The Law Firm takes on risk by allowing you to pay your attorney fee over time instead of collecting the entire fee up front;
 - c. The *File Now Pay Later* option provides you with the benefit of a quicker filing than you might obtain if you had to come up with the money to pay in advance;
 - d. The *File Now Pay Later* option gives you an opportunity to begin rebuilding your credit score when you use credit again, for example by applying for a secured credit card through your housebank and paying it off each month; and
 - e. TFSBillPay and LawPay charging a fee for its services to the Law Firm which the law firm absorbs and does not pass on to you.
- B. **Limited Sharing of Information with LawPay/ TFSBillPay.** Because LawPay/ TFSBillPay will act as the Law Firm's agent to deduct your payments, the Law Firm must share limited information with them, including your name and card or bank details.
- C. **Collection Actions.** Should you be unable or unwilling to pay the amount you owe under this Post-Filing Agreement, our law firm could choose pursue collection activities against you, which could include turning over your account to a collection agency or suing you to collect what is owed, plus additional attorney fees and collection costs.



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- D. **Negative Credit Reporting.** If you fail to make payments toward your attorney fee as agreed in this Post-Filing Agreement, and your account is turned over to a collection agency, the agency can report negatively on your credit.
- E. **Ability to Make Payments.** The statements and schedules that are filed with the court on your behalf may show that your expenses exceed your income. You nonetheless believe that the File Now Pay Later option is the best choice for you and you believe that you can make the required payments to LawFirm.
- F. **Qualifying Guidelines.** The Law Firm has qualifying guidelines for determining which Law Firm clients qualify for the program. If you do not meet the guidelines, the Law Firm reserves the right to not offer the File Now Pay Later option to you. The Law Firm is happy to share the qualifying guidelines with you. Those are case specific and consist of a combination of your and your household income, expenses, income, and employment history.

4. Important Information about Conflicts of Interest

A conflict of interest is a situation where the Law Firm's interest and your interest are, or could be, in conflict. There are a number of actual or potential conflicts of interest that we need to disclose to you.

- A. Pursuant to the Rules of Professional Conduct, the Law Firm cannot act as your counsel to help you decide whether to enter into this agreement. Nonetheless, we can explain this agreement to you and by signing this agreement you agree that we fully explained the terms of this agreement to you and answered any questions you had regarding the matters described in this agreement.
- B. There is an inherent conflict whenever attorneys represent debtors in bankruptcy for a fee. We are working to alleviate your financial issues, while at the same time charging a fee for our services. By signing this agreement, you acknowledge that you understand this explanation and give your informed consent to waive this conflict.
- C. You are not required to sign this Post-Filing Agreement but the Law Firm filed your case hoping that you would sign it, and this creates a conflict of interest between you and the Law Firm since executing this Post-Filing Agreement obligates you to make payments that will not be discharged in your bankruptcy. By signing this agreement, you acknowledge that you understand this explanation and give your informed consent to waive this conflict.
- D. The Law Firm does not borrow funds from LawPay or TFSBillPay and will use them only to process your payments under this agreement. We pay service fees to those companies for their services and those companies have higher costs for returned payments for insufficient funds. This may place the Law Firm in conflict with you since the Law Firm expects to receive payments from you, and the Law Firm wishes to maintain its business relationship with TFSBillpay and LawPay. By signing this agreement, you acknowledge that you understand this explanation and give your informed consent to waive this potential conflict.
- E. As described above, the Law Firm will share limited information with TFSBillPay and LawPay, including card or account information. Generally, information shared between an attorney and their client may be kept secret, something known as the attorney-client privilege. By sharing the limited information with LawPay an TFSBillPay, your attorney-client privilege could be waived. By signing this agreement, you acknowledge that you understand this explanation and give your informed consent to the sharing of such information and waive this potential conflict.



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- F. If you choose not to sign this Post-Filing Agreement, we still will provide to you any legal service required by the local rules of the bankruptcy court and 1 U.S.C. § 521(a)(1)(B), Section 526(c)(2)(B), and L.B.R. 9010-1(c) of the Bankruptcy code. Complying with Local Rule 2093 C 3 and the Bankruptcy Code, our attorney will provide all legal services necessary for representing you in connection with the bankruptcy case until conclusion of the case regardless of you signing a post petition agreement or making post petition payments. We will handle your case from start to finish unless the bankruptcy court allows us to withdraw for important reasons or you terminate our services.
- G. Conflict of interest: A conflict of interest may arise if there is a significant risk that our representation of you will be materially limited by our responsibilities to another client, a third party or by a personal interest of our lawyer. Such a conflict could arise if married clients filing jointly and do not agree on how to proceed. Should a conflict arise, we may continue to represent you if we reasonably believe that we will be able to provide competent and diligent representation to you and you give informed consent, confirmed in writing.

5. Your Obligations to the Law Firm, the Bankruptcy Court, and the Trustee

Filing a chapter 7 bankruptcy obligates you to provide documents and information to the Law Firm, the Bankruptcy Court and the Trustee. You also must participate in meetings and hearings and complete certain requirements in order to finish the case and receive a discharge of your debts. More specifically:

- A. **Providing Information and Documents to the Law Firm.** For the Law Firm to fully represent your interests, you must timely provide the Law Firm with complete and truthful information and required documents, including about all property in which you have an ownership interest, and all debts you owe (secured or unsecured) and any other information regarding your financial affairs. The Law Firm is not responsible for collecting such information from your files or directly from your creditors or the public record. Complete, accurate and reliable information from you is absolutely necessary (including complete and accurate addresses for your creditors). Not all creditors are listed in your credit reports and you are responsible for making sure all your creditors are listed in the petition with correct addresses. If you wish to add creditors, you must notify us in writing no later than 45 days after your meeting of creditors described below. You agree not to submit original documents to the Law Firm and authorize the Law Firm to digitize any documents you submit and then destroy the paper form.
- B. **Credit Counseling and Financial Management Courses.** Before your case was filed, you completed a credit counseling course. Now that your case is filed, you must complete a second, required financial management course and provide the Law Firm with a certificate proving that this course has been completed, and failing to do this will delay or prevent you from receiving your discharge and ultimately result in your case being dismissed.
- C. **Cooperating with the Chapter 7 Trustee.** The Bankruptcy Court appointed a chapter 7 trustee for your case. The trustee has various rights and duties, including the duty to investigate your financial affairs (such as the value of your assets), and the right to sell non-exempt assets to pay your creditors. By signing below, you acknowledge that you understand you have a duty to cooperate with the chapter 7 trustee.



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- D. **Your Creditor's Meeting and Other Examinations.** Every person who files a chapter 7 case must attend a required hearing called the "first meeting of creditors," or "341 meeting." You must appear on the scheduled date and time and at the required location with your social security card and photo ID. The trustee will place you under oath and ask you questions that you must answer truthfully. You may also be required to attend subsequent hearings before the Trustee or Judge.

6. *Additional Important Terms*

- A. **Chapter 13.** After further analysis and review of your financial situation, the Law Firm may determine that you do not qualify for a Chapter 7 or that a Chapter 13 Bankruptcy will be more appropriate. By signing below, you acknowledge that you understand that a Chapter 13 case requires significantly more work than a chapter 7 case, and the Law Firm will charge you additional costs and fees not covered by this agreement, and that this will be addressed in a separate agreement.
- B. **Required Disclosures.** By signing this agreement, you acknowledge and understand that: (1) your debts will not be discharged if a creditor or trustee proves that you lied about assets or concealed, destroyed, or transferred any property or records in violation of the Bankruptcy Code, (2) all bankruptcy papers, pleadings and petitions are signed under penalty of perjury and a false oath, concealment of assets or other allegation under the Bankruptcy Code by a creditor, trustee or the bankruptcy court may result in your discharge being denied, your case dismissed, imprisonment and other sanctions and monetary or non-monetary penalties being imposed on you, and (3) the Law Firm provided you a copy of the disclosures and notices contemplated by Section 527 of the Bankruptcy Code within three business days from when the Law Firm first offered to provide bankruptcy services.
- C. **Non-Dischargeable Debts.** Obligations you owe to a creditor or ex-spouse pursuant to a divorce decree, student loans, most tax debts, debts not listed in the Bankruptcy petition, debts for spousal or child support or alimony, debts for willful and malicious injuries to person or property, debts to governmental units for fines and penalties, benefit overpayments, debts for personal injury caused by your operation of a motor vehicle while intoxicated, debts owed to certain tax-advantaged retirement plans, and debts for certain HOA, condominium or cooperative housing fees are not dischargeable. The government can also offset future tax refunds and government benefits if you discharge overpayment of benefits, military credit cards, or certain governmental loans such as SBA and USDA loans.
- D. **No Right to Dismissal of Your Case.** By signing below you acknowledge that you understand that once your chapter 7 was filed, you may not be able to voluntarily dismiss your case.
- E. **Arbitration of Fee Disputes.** If the applicable State Bar offers a fee arbitration program and a dispute arises between you and us regarding our fees, we both agree to resolve that dispute through the State Bar's fee arbitration program. Either party may initiate fee arbitration by contacting the State Bar.
- F. **Electronic Data.** You authorize the Law Firm to communicate with you via facsimile, mobile telephone, text message and e-mail, including leaving voice mail messages with details about your case. No form of communication is completely secure, and these forms of communication have some risk of improper interception. The Law Firm retains many file documents in electronic format only and these may be stored on a separate third-party server. Paper copies will be converted into digital files and then shredded unless we are required to retain paper documents or return those documents to you. You agree to check your e-mail regularly for important communications relating to your case. You represent to the Law Firm that third parties (e.g., employers or family members) do not have access to your e-mail,



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Co-Debtor (if applicable)

Co-Debtor's Email: _____

Co-Debtor's Cell Phone: (____) _____ - _____

Co-Debtor's SSN: _____ - _____ - _____

Co-Debtor's Date of Birth: ____ / ____ / _____

"We are a debt relief agency. We help people file for Bankruptcy relief under the Bankruptcy Code."

If you choose not to sign this Post-Filing Agreement, we still will provide to you any legal service required by the local rules of the bankruptcy court and 1 U.S.C. § 521(a)(1)(B), Section 526(c)(2)(B), and L.B.R. 9010-1(c) of the Bankruptcy code. Complying with Local Rule 2093 C 3 and the Bankruptcy Code, our attorney will provide all legal services necessary for representing you in connection with the bankruptcy case until conclusion of the case regardless of you signing a post petition agreement or making post petition payments. We will handle your case from start to finish unless the bankruptcy court allows us to withdraw for important reasons or you terminate our services.

09/14/2022

Client

Date/Time

Client

Date/Time

Tobias Licker

9/14/22

Attorney

Date